



# COUNTY OF SAN LUIS OBISPO

## DEPARTMENT OF GENERAL SERVICES

COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5200

DUANE P LEIB, DIRECTOR

### **REQUEST FOR PROPOSAL PS- #955 POST-CONSTRUCTION HVAC COMMISSIONING FOR SAN LUIS OBISPO COUNTY GOVERNMENT CENTER**

May 7, 2007

The County of San Luis Obispo is currently soliciting proposals for professional services for Post-Construction HVAC Commissioning for San Luis Obispo County Government Center.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception, may be grounds for rejection. The County of San Luis Obispo reserves the right to reject all proposals and to waive any informalities.

If your firm is interested and qualified, please submit six [6] copies of your proposal by 5:00 p.m. on June 1, 2007 to:

County of San Luis Obispo  
Jack Markey, Central Services  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Gregory J. MacDougall, AIA at (805) 781-5957.

JACK MARKEY  
Supervising Buyer - Central Services Division  
jmarkey@co.slo.ca.us

**A. INTRODUCTION**

The Department of General Services, is seeking qualified firms to provide post-construction HVAC commissioning services for the New County Government Center in downtown San Luis Obispo.

**B. PROJECT DESCRIPTION**

Project History: The Government Center building was designed by KMD Architects of San Francisco, and the Mechanical Engineering consultants was Ted Jacobs Engineering Group, Inc of Oakland. Construction was completed in Spring of 2005 by Kajima Construction Services, Inc. The 4-story building consists of 98,000 sf of office space and two levels of underground parking totaling 62,000 sf. The structure is poured-in-place concrete columns and floor plates with concrete shear walls, finished with a combination of aluminum punched windows, aluminum window walls, limestone and metal panels. The existing central plant serving the County campus across Monterey Street to the north provides heated and chilled water for the new building. Rooftop air handlers move tempered air to the underfloor air distribution system.

Since occupancy of the building in June 2005, the County has been experiencing difficulties in providing proper temperature control throughout the building. It is the recommendation of the building's HVAC design engineer, that the County perform this post-construction commissioning to determine if all parts of the system are performing as originally designed.

**C. SUMMARY OF SCOPE OF WORK**

The Scope of Work should include tasks sufficient to verify and ensure that fundamental building elements and systems are designed, installed and calibrated to operate as intended, and should consist of:

1. Review the design intent and the basis of design as shown in Construction Documents, Exhibit A.
2. Develop a commissioning plan referencing the work described in Section 15996 specifications included herein as Exhibit B.
3. Perform testing, inspection and verifications as indicated in Exhibit B.
4. Submit a functional performance report.
5. Submit a Maintenance Training Plan conforming to Exhibit B.

**D. REQUIRED PROPOSAL FORMAT AND CONTENT**

A qualifying application must address all the following points, in the following order:

1. Understanding of and Approach to the Projects

- a. Provide a summary of your approach to the project.
  - b. Provide a description of the organizational structure and staffing to be used for the project, including an organizational chart. Identify the specific individual(s) that the County will interface with on the project.
2. List of Similar Completed Projects
  - a. Provide a list and description of projects completed (constructed) within the last three years of similar scope and complexity in which your firm was an active participant as the Commissioning agent or authority.
3. A Listing and Resumes of Individuals
  - a. Provide the resume of the individuals to be assigned to the project and their specific assignment.
4. Statement of Overriding Qualifications
  - a. Provide a definitive statement of qualifications and strengths the firm believes will single out their firm as the best firm to accomplish this project.

**Submittals which do not include all of the elements as specified, or which deviate from the proposed format and content as specified, *may* be deemed non-responsive by the evaluation committee and eliminated from further consideration.**

**E. BASIS OF AWARD:**

The award of the contract will be based on criteria and guidelines established by the County in this document. The award will be made after a careful evaluation by a County Selection Committee and will be based on demonstrated competence as well as what is in the best interests of the County as determined by the committee.

By Board of Supervisors' policy, local professionals who maintain fully-staffed offices in the County shall be given preference if quality, service and all other relevant factors are equal.

**F. INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and/or its agents, employees or subconsultants. The obligation to indemnity shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

**G.    INSURANCE**

The selected consultant will be required to provide proof of general commercial liability insurance coverage in the amount of \$1,000,000 and professional liability insurance in the amount of \$1,000,000.

**H.    CALENDAR OF EVENTS:**

The following is an estimated schedule of events.

May 7, 2007	Request for Proposals Distributed
June 1, 2007	Responses received
Week of June 4, 2007	Interviews if necessary
June 8, 2007	Final consultant selection
TBA	Notice to Proceed (Contract award method is dependant on fee)

**I.    ESTIMATED FEES**

Each submittal shall include a range of fees that could be anticipated given the Scope of Work described above. A final fee shall be determined after consultant selection and any further clarifications to the Scope.

**J.    RFP SUBMITTAL AND SELECTION**

1. Request for Proposal , consisting of six (6) copies must be received by mail, recognized carrier, or hand delivery not later than **5:00 pm on Friday, June 1, 2007.**

**Late submittals will not be considered.**

2. Costs of preparation of RFP will be borne by the proposer.
3. Selection of qualified firms will follow an approved County procedure for awarding professional contracts.
4. This request does not constitute an offer of employment or a contract for services.
5. The County reserves the option to reject any or all proposals, wholly or in part, received in response to this request
6. The County reserves the option to retain all proposals, whether selected or rejected; or costs for returning proposals will be the responsibility of the proposer.

7. The County reserves the right to award the contract to the firm which presents the proposal which, in the judgment of the County, best accomplishes the desired results.
8. The method of selecting a consultant shall include procedures that assure that these services are engaged on the basis of demonstrated competence and qualifications for the types of services to be performed and at a fair and reasonable price to the County.
9. The proceedings of the Selection Committee are confidential. Members of the Selection Committee are not to be contacted by the proposers. All communication between proposer and the County shall be through the individuals identified in the RFP.

**K. STAFF CONTACT:**

Gregory J. MacDougall, AIA  
Capital Projects Coordinator  
Department of General Services  
County of San Luis Obispo  
1087 Santa Rosa Street  
San Luis Obispo CA 93408  
805.781.5957  
805.781.5215 fax  
[gmacdougall@co.slo.ca.us](mailto:gmacdougall@co.slo.ca.us)

**Exhibits:**

- A. Partial set of Construction Drawings
- B. Section 15996, Post Construction Mechanical Systems Commissioning
- C. Sample County-Consultant Agreement

SECTION 15996  
POST CONSTRUCTION MECHANICAL SYSTEMS COMMISSIONING

PART 1 GENERAL

1.1 SUMMARY

- A. This work shall be performed by an independent firm regularly engaged for the last 5-years, with experience in testing, balancing and commissioning of at least 5 supply air raised floor, office building systems and NEBB or AABC certified in Building Systems Commissioning.
- B. Section includes provisions for commissioning of HVAC,
- C. Prior to commissioning smoke, leak testing of the raised floor shall be performed to verify the integrity of the raised floor. Record results with photographs documenting leaks. Floor shall leakage shall be limited to 10% prior to the commencement of commissioning of the HVAC systems.

1.2 SUBMITTALS

- A. Company Qualifications.
- B. A commissioning plan describing extent of field tests and procedures and proposed testing schedule.
- C. Submit Training Plan describing extent of plan, expected duration of training, personnel involved, and schedule at least 30 days prior to start of formal maintenance training sessions.
- D. Tool List: Identify tools, equipment on which tools are used, reason tools required, source, price, and delivery.

1.3 QUALITY ASSURANCE

- A. American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE): ASHRAE Guideline 1-1989, Guidelines for Commissioning of HVAC system.
- B. SMACNA: HVAC Systems Commissioning Manual.
- C. NEBB: Procedural Standards for Building Systems Commissioning.

PART 2 PRODUCTS

Not used.

### PART 3 EXECUTION

#### 3.1 RAISED FLOOR LEAK TESTING

- A. Turn off supply, return and exhaust systems serving raised floor area to be tested
- B. Temporarily seal off supply air outlets on raised floor
- C. Temporarily seal off supply ducts serving raised floor
- D. Temporarily install theatrical smoke machine under raised floor
- E. Pressurize raised floor to 0.1 inches water column with temporary fan with calibrated air flow station
- F. Measure leakage cfm
- G. Photograph areas of leakage indicated by theatrical smoke
- H. Calculate leakage as a % of the supply air shown to be served from the floor on the contract drawings.
- I. Submit report to architect for review and comment prior to proceeding with commissioning work including:
  1. Leakage rates for each area
  2. Photographs of leaks

#### 3.2 SYSTEMS COMMISSIONING REQUIREMENTS

- A. General: Checklists included at the end of this Section will facilitate the commissioning process. Follow ASHRAE Guideline 1-1989, SMACNA HVAC Systems Commissioning Manual and NEBB Procedural Standards for Building Systems Commissioning as guidelines for commissioning process.
- B. HVAC Commissioning:
  1. HVAC commissioning shall begin after HVAC equipment and systems, along with related equipment, systems, structures, and areas are complete.
  2. Verify TAB readings, and other equipment testing such as:
    - a. Supply, return, relief, exhaust, and outside air.
    - b. Fan performance.
    - c. Hydronic performance.
    - d. Branch duct readings.
  3. Verify calibration of thermostats and related controls, such as:
    - a. VAV boxes.
    - b. Damper settings.
    - c. Valve positions.
  4. Verify readings of remote data and control systems, such as:
    - a. Temperature.
    - b. Airflow.
    - c. Damper positions.
    - d. Water pressures.
    - e. Water temperatures.
  5. Verify operation of system modes, such as economy cycle and in specific:
    - a. Damper and fan operation.

- b. Smoke detector response.
- c. Zone response.
- 6. Verify that total HVAC system is performing to provide operation at design conditions, specifically part and full load conditions:
  - a. Temperature.
  - b. Humidity.
  - c. Air movement.
  - d. Air quality.
  - e. Zone Control.
  - f. Energy management.
  - g. Control response.

### 3.3 COMMISSIONING CHECKLISTS

- A. Checklist - Pumps, Chilled/Heating Water
  - 1. Prior to Functional Performance Test:
    - a. Pump(s) in place, grouted, vibration isolation devices functional, pump alignment and rotation verified.
    - b. Power available with motor protection, safeties, control system contactors and interlocks functional.
    - c. Chilled/hot water piping system(s) pressure tested, cleaned, chemical water treatment complete and report submitted.
    - d. Pressure and temperature gauges installed and functional.
    - e. Water balance complete with design maximum flow and pressure obtained, and report submitted.
  - 2. Personnel to assist as required to perform Functional Performance Test:
    - a. TJ Kay Environmental Systems Inc (916) 344-1711, other contractors as required.
    - b. Owner's Project Manager/Representative and/or Inspector Of Record.
    - c. Owner's maintenance staff, as desired.
  - 3. Functional Performance Test: Contractor shall demonstrate operation of pump(s) per specification including the following:
    - a. Activate pump start using control system command.
    - b. Verify pressure drop across strainer, verify strainer is clean. Verify pump inlet/outlet pressure reading, compare to test and balance report, pump design conditions, and pump manufacturer's performance data. Operate pump(s) at shutoff, 50 percent and 100 percent flow. Plot test readings on pump curve, verify specified flow is obtained.
    - c. Verify motor amperage per phase and voltage phase-to-phase and phase-to-ground.
    - d. Check and report any unusual vibration, noise, etc.
  - 4. Results:
    - a. If specified equipment performance is not verified, the General Contractor shall see that corrections are made and reschedule functional performance test as soon as possible after corrective work is completed.



5. Reports:
  - a. Submit reports of final functional performance test (item 3 above) to Owner's Project Manager/Representative and the Architect, for acceptance by the Owner's Project Manager.
  
- B. Checklist - Air Distribution Equipment (Fans)
  1. Prior to Functional Performance Test:
    - a. Fan set, vibration isolation devices functional; bearings lubricated, interior/exterior cleaned, alignment and rotation verified.
    - b. Power available with motor protection, safeties, control system contactors and interlocks functional.
    - c. Duct system cleaned and leak tested.
    - d. Air balance complete with design maximum flow and pressure obtained, and report submitted.
  2. Personnel to assist as required to perform Functional Performance Test:
    - a. TJ Kay Environmental Systems Inc (916) 344-1711, other contractors as required.
    - b. Owner's Project Manager/Representative and/or Inspector Of Record.
    - c. Owner's maintenance staff, as desired.
  3. Functional Performance Test: Contractor shall demonstrate operation of fan(s) per specification including the following:
    - a. Activate fan start using control system command, manual starter, or equipment interlocks.
    - b. Verify fan rated performance capacity.
    - c. Verify pressure drop across fan, compare to test and balance report, design conditions and manufacturer's performance data. Verify specified airflow and rpm conditions are obtained.
    - d. Verify motor amperage per phase and voltage phase-to-phase and phase-to-ground.
    - e. Check and report any unusual noise, vibration, etc.
  4. Results:
    - a. If specified equipment performance is not verified, the General Contractor shall see that corrections are made and reschedule functional performance test as soon as possible after corrective work is completed.
  5. Reports:
    - a. Submit reports of final functional performance test (item 3 above) to Owner's Project Manager/Representative and the Architect, for acceptance by the Owner's Project Manager.
  
- C. Checklist - HVAC Control System
  1. Prior to Functional Performance Test:
    - a. All contract submittal requirements delivered and accepted.
    - b. All control wiring, control panels, field interface devices and related accessories installed and functional.
    - c. Power available with motor protection, safeties, control system contactors and interlocks functional.

- d. Computer control and/or energy management system installed and functional, including all hardware and software required to meet specification requirements.
  - 2. Personnel to assist as required to perform Functional Performance Test:
    - a. TJ Kay Environmental Systems Inc (916) 344-1711, other contractors as required.
    - b. Owner's Project Manager/Representative and/or Inspector Of Record.
    - c. Owner's maintenance staff, as desired.
  - 3. Functional Performance Test: Contractor shall demonstrate operation of the HVAC control system per specifications including the following:
    - a. Activate system time clock with schedules incorporated and monitor sequence of operation for controlled devices and equipment.
    - b. Demonstrate functional operation of fans, air handling units, smoke dampers, combination fire/smoke dampers, control dampers, etc. in response to fire alarm system signals. Confirm for proper alarm function, when specific set points are exceeded, as required by the drawings.
    - c. Sequences of operation have been modified since the issuance of the contract documents. Verify operation of the modified sequences of operation and that the sequences result in satisfactory temperature control of the HVAC systems.
    - d. Demonstrate the library of energy management and control routines, including the math and utility routines as well as the control routines. Also, demonstrate any client tailored programs created from the library routines.
    - e. Confirm that all actuators and devices respond to the appropriate sensors or other controllers.
  - 4. Results:
    - a. If specified equipment performance is not verified, the General Contractor shall see that corrections are made and reschedule functional performance test as soon as possible after corrective work is completed.
  - 5. Reports:
    - a. Submit reports of final functional performance test (item 3 above) to Owner's Project Manager/Representative and the Architect, for acceptance by the Owner's Project Manager.
- D. Checklist - Terminal Unit(s)
  - 1. Prior to Functional Performance Test:
    - a. Terminal unit(s) installed, control devices functional, unit interior/exterior cleaned, reheat coil piping installed and tested, air distribution devices installed.
    - b. Duct system cleaned and leak tested; sound attenuators installed (if scheduled), final filters installed with gauges in place (if required).
    - c. Air balance complete with design maximum flow and pressure obtained, and report submitted.

- d. Piping system pressure tested, cleaned and flushed, chemical water treatment complete and report submitted.
  - e. Water balance complete with design maximum flow and pressure obtained, and report submitted.
- 2. Personnel to assist as required to perform Functional Performance Test:
  - a. TJ Kay Environmental Systems Inc (916) 344-1711, other contractors as required.
  - b. Owner's Project Manager/Representative and/or Inspector Of Record.
  - c. Owner's maintenance staff, as desired.
- 3. Functional Performance Test: Contractor shall demonstrate operation of terminal unit(s) per specification including the following:
  - a. Activate air handling unit(s) start using control system command, manual starter, or equipment interlocks. Operate individual room/zone controls to demonstrate terminal unit function.
  - b. Verify pressure drop across components, compare to test and balance report, design conditions and manufacturer's performance data. Verify specified airflow is obtained at both minimum and maximum conditions.
  - c. Check and report any unusual noise, vibration, air leaks, etc.
  - d. Verify individual coil performance including gpm and airflow, air and water pressure drops, entering and leaving air and water temperatures; compare to test and balance report, design conditions, and manufacturer's performance data. Confirm operation of all hydronic devices installed in the piping circuit.
- 4. Results:
  - a. If specified equipment performance is not verified, the General Contractor shall see that corrections are made and reschedule functional performance test as soon as possible after corrective work is completed.
- 5. Reports:
  - a. Submit reports of final functional performance test (item 3 above) to Owner's Project Manager/Representative and the Architect, for acceptance by the Owner's Project Manager.

END OF SECTION

**CONTRACT for CONSULTANT SERVICES**  
**FOR**  
**Post Construction HVAC Commissioning**  
**San Luis Obispo County Government Center**

Contract made on the \_\_\_\_th day of \_\_\_\_\_ in the year Two Thousand and Seven  
BETWEEN the Owner: the County of San Luis Obispo, hereinafter referred to as "**County**",  
and the Consultant: \_\_\_\_\_, hereinafter referred to as "**Consultant**",  
For the following services: Describe Services for, **P** located at  
in San Luis Obispo, California.

That for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE 1 - RESPONSIBILITIES AND SERVICES OF CONSULTANT**

- 1.1 Commencing with a written Notice to Proceed, the **Consultant** will provide the services as described in the following Exhibits attached hereto and incorporated herein by reference as though here fully set forth:
- EXHIBIT "A" - SCOPE OF SERVICES  
EXHIBIT "B" - PAYMENT SCHEDULE  
EXHIBIT "C" - SCHEDULE OF WORK  
EXHIBIT "D" - SUB-CONSULTANT LIST
- 1.2 **Coordination:** In the performance of the **Consultant's** services under this Contract, the **Consultant** agrees that they will maintain such coordination with **County** Personnel as follows:
- The County Project Coordinator** as primary contact and described in Article 2.1. Although the **Consultant** may be coordinating with other County Departments, only the Project Coordinator is authorized to give written approvals for Work that affect the Scope of Work and the Cost of the project on behalf of the **County**.
- 1.3 Neither the **County's** review, approval of, nor payment for, any of the services required under this Contract shall be construed as a waiver of any rights under this Contract, and the **Consultant** shall be and remain liable to the **County** in accordance with applicable law for all damages to the **County** caused by the **Consultant's** failure to perform any of the services required under this Contract.

**ARTICLE 2 - RESPONSIBILITIES OF THE COUNTY**

- 2.1 The **County** shall designate a representative, as Project Coordinator, authorized to act in the **County's** behalf with respect to the Project. The **County**, or such authorized representative, shall examine the documents submitted by the **Consultant** and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the **Consultant's** services.
- 2.2 The **County** shall furnish the Construction Boilerplate (Bidding Requirements, Contract Forms & General Conditions), the printing and distributing of the bidding documents, addenda, notices to the Contractor, and other documents to be distributed during the bidding phase.
- 2.3 The **County** shall identify the agencies having jurisdiction over the project, and furnish applicable construction standards.

- 2.4 The **County** shall furnish construction inspection and administration services as necessary to meet **County** requirements.
- 2.5 The **County** shall review documents prepared by the **Consultant** and render decisions in a timely manner to avoid unreasonable delay in the progress of the project.
- 2.6 The **County** shall pay fees of public agencies having jurisdiction over the Project.
- 2.7 The **County** shall arrange for the **Consultant** to gain access to all sites necessary to complete its services under this Contract.

**ARTICLE 3 - APPROVED CONSTRUCTION BUDGET "Not Used"**

**ARTICLE 4 - FEE AND METHOD OF PAYMENT**

The **County** will pay the **Consultant** a Fixed Fee equal to \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for all work contracted in this Contract as described in Exhibit "A", for all expenses, and billed per Exhibit "B" - Payment Schedule.

**ARTICLE 5 - MODIFICATION OF CONTRACT**

This Contract may be modified only by a written amendment signed by the **County** and the **Consultant**. All modifications must be in writing and signed by the **County** representative with the authority to modify this Contract.

**ARTICLE 6 - PAYMENT FOR EXTRA WORK OR CHANGES**

- 6.1 Extra work or changes in the scope of work, time of performance, and amount of compensation, shall be authorized in writing prior to commencement of the work by the Building Facilities Manager and the General Services Director. Claims for Payment for approved extra work must be submitted by the **Consultant** within 30 days of completion of such work, and must be accompanied by a statement of itemized costs covering said work. Payment will not be authorized until said work is satisfactorily completed and approved by the General Services Director.
- 6.2 Extra work or changes in the work shall be performed either on an hourly rate basis with maximum value, or on a negotiated fixed fee basis. The compensation for extra work shall be negotiated using the rates specified in Exhibit "B", **Consultant's** Hourly Rate. These rates shall be used as information to assist in arriving at a Negotiated Fee for Additional Services.

**ARTICLE 7 - COST DISCLOSURE - DOCUMENTS, RECORDS AND WRITTEN REPORTS**

- 7.1 Pursuant to State of California Government Code, Section 7550, if the total cost of the Contract is over \$5,000, the **Consultant** shall include in all final documents and in all written reports submitted, a written summary of cost, which shall set forth the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The Contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

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**SAN LUIS OBISPO COUNTY GOVERNMENT CENTER**

- 7.2** Pursuant to State of California Government Code, Section 8546.7, every **County** contract involving the expenditure of more than \$10,000 in public funds is subject to examination and audit of the Auditor General for a period of three years after final payment under the contract. The **Consultant** shall maintain books, records, documents and other evidence, accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract. The foregoing constitutes "records" for the purposes of this paragraph. The **Consultant** shall maintain and preserve, until three years after termination of this Contract, and permit the State of California or any of its duly authorized representatives, including the Comptroller General of the United States, to have access to and to examine and audit any pertinent books, documents, papers and records of the **Consultant** related to this Contract. The **Consultant** and **County** shall ensure the confidentiality of any records that are required by law to be so maintained.

**ARTICLE 8 - SCHEDULE OF WORK**

- 8.1** The **Consultant** shall commence work under this Contract upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in Exhibit "A", so as to proceed with and complete the work in compliance with Exhibit "C" - Schedule of Work. Time is of the essence and failure of the **Consultant** to perform work on time is a material breach of this Contract.

**ARTICLE 9 - CONSULTANT STAFF**

- 9.1** The **Consultant** has been selected to perform the work herein because of the skills and expertise of key individuals. The **Consultant** shall contract for or employ at the **Consultant's** expense, **Sub-Consultants** to the extent deemed necessary for design of the project, and licensed as such by the State of California and all other **Consultants** as necessary for development of the project as specified in Exhibit "D".
- 9.2** The **Consultant** shall designate \_\_\_\_\_, whom, as long as their performance continues to be acceptable to the **County**, shall remain in charge of the services for the Project from beginning of the program development and design through completion of construction support services provided for in this Contract. Additionally, the **Consultant** must furnish the names of all other key people in the **Consultant's** firm who will be associated with the Project. If the designated lead or key person fails to perform to the satisfaction of the **County** upon written notice, the **Consultant** will have 10 working days to remove that person from the Project and replace that person with one acceptable to the **County**. A Project Manager and all lead or key personnel for any **Sub-Consultant** must also be designated by the **Sub-Consultant** and are subject to all conditions previously stated in this paragraph.

**ARTICLE 10 - CONFLICT OF INTEREST**

- 10.1** The **Consultant** covenants that the **Consultant** has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be employed by the **Consultant**.
- 10.2** Per Government Code Section 1090, no officer or employee of the **County** shall be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. The **Consultant** is subject to the requirements of the Political Reform Act as promulgated by the Fair Political Code of Regulations, Title 2, section 18000 et seq. The **Consultant** shall at all times comply with the applicable provisions therein, including, but not specifically limited to the California Code of Regulations, Title 2, Chapter 7 "Conflicts of Interest," section 18700 et seq. The **Consultant** shall also comply with all applicable provisions of other laws pertaining to conflict of interest requirements. If the **Consultant** must declare a conflict of interest, the **Consultant** shall forthwith report the conflict, in writing, to the **County** and shall provide any additional details requested by the **County** in a timely manner.

#### **ARTICLE 11 - STATUS**

- 11.1 The **Consultant** shall, during the entire term of the Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall be construed, to create an employer-employee relationship, a joint venture relationship, or to allow the **County** to exercise discretion or control over the professional manner in which the **Consultant** performs the services which are the subject matter of this Contract. The services to be provided by the **Consultant** shall be provided in a manner consistent with all applicable standards and regulations governing such services.
- 11.2 The **Consultant** understands and agrees that **Consultant's** personnel are not and will not be eligible for membership in or any benefits from any **County** group plan for hospital, surgical or medical insurance or for membership in any **County** retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrues to a **County** employee.

#### **ARTICLE 12 - WARRANTY OF CONSULTANT**

The **Consultant** warrants that the **Consultant** and each of the personnel employed or otherwise retained by the **Consultant** are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

#### **ARTICLE 13 - COVENANT AGAINST CONTINGENT FEES**

The **Consultant** warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure the Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Consultant**, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of his warranty, the **County** shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

#### **ARTICLE 14 - NONDISCRIMINATION**

The **Consultant** shall comply with laws and regulations governing nondiscrimination in employment.

- 14.1 **Nondiscrimination:** The **Consultant**, with regard to the work performed by them during the Contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The **Consultant** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulation.
- 14.2 **Solicitation for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitation, either by competitive bidding or negotiation, made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the **Consultant** of the **Consultant's** obligations under this Contract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.
- 14.3 **Prohibition:** There shall be no discrimination against any person employed pursuant to this Contract in any manner forbidden by Government Code section 12940, et seq, or any other law. Gender harassment is included in this prohibition as a form of discrimination.

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- 14.4 Gender Harassment Warranty and Liability:** All **Consultants** have a contractual obligation to become fully trained and knowledgeable regarding behavior prohibited by law as gender harassment and at all times to comply with and ensure that all persons performing this Contract comply with an appropriate standard of conduct. Every **Consultant** who violates gender harassment laws shall be liable to the **County** for all claims, demands, damages, costs, expenses and attorney's fees incurred by the **County** as a result of behavior of any of the **Consultant's** personnel performing this Contract.

**ARTICLE 15 - ENTIRE CONTRACT AND MODIFICATION**

This Contract supersedes all previous contracts and constitutes the entire understanding of the parties hereto. The **Consultant** shall be entitled to no other benefits than those specified herein. The **Consultant** specifically acknowledges that in entering into and executing this Contract, the **Consultant** relies solely upon the provisions contained in this Contract and no others.

**ARTICLE 16 - NON-ASSIGNMENT OF CONTRACT**

Inasmuch as this Contract is intended to secure the specialized services of the **Consultant**, the **Consultant** may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the **County** and any such assignment, transfer, delegation or sublease without the **County's** prior written consent shall be considered null and void.

**ARTICLE 17 - ENFORCEABILITY**

If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**ARTICLE 18 - LAW; VENUE**

This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

**ARTICLE 19 – INDEMNIFICATION**

**Consultant** shall defend, indemnify and hold harmless the **County**, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, or other losses that may be asserted by any person or entity, including **Consultant** that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of **Consultant**. The obligation to indemnify shall be effective and shall extend to all such claims or losses in their entirety. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the **County**, its officers and employees.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

**ARTICLE 20 - INSURANCE**

The **Consultant**, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. Such policies shall be maintained for the full term of this Contract and the related warranty period, if applicable and shall provide products/completed operations coverage for four (4) years following completion of the **Consultant's** work under this Contract and acceptance by the **County**. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the **County**, its officers, employees, volunteers



and agents. For purposes of the insurance policies required hereunder, the term "**County**" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

**20.1 Minimum scope and Limits of Required Insurance Policies**

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the **County**:

**A. Commercial General Liability Insurance Policy ("CGL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);  
\$1,000,000 for personal injury liability;  
\$1,000,000 aggregate for products-completed operations; and,  
\$1,000,000 general aggregate

The general aggregate limits shall apply separately to the **Consultant's** work under this Contract.

**B. Business Automobile Liability Policy ("BAL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One Million Dollars (\$1,000,000) for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. The **Consultant** shall not provide a Comprehensive Automobile Liability policy that specifically lists scheduled vehicles without the express written consent of the **County**.

**C. Workers' Compensation and Employer's Liability Insurance Policy ("WC/EL")**

Policy shall include at least the following coverages and policy limits:

1. Workers' Compensation Insurance as required by the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amounts not less than One Million Dollars (\$1,000,000) each accident/Bodily Injury (herein "BI"); One Million Dollars (\$1,000,000) policy limit BI by disease; and, One Million Dollars (\$1,000,000) each employee BI by disease.

**D. Professional Liability Insurance Policy ("PL")**

Policy shall cover damages, liabilities, and costs incurred as a result of the **Consultant's** professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Contract and for two (2) years thereafter with respect to incidents which occur during the performance of this Contract). The **Consultant** shall notify the **County** if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

**E.      Deductibles and Self-Insurance Retentions**

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by the **Consultant** and approved by the **County** before work is begun pursuant to this Contract. At the option of the **County**, the **Consultant** shall either reduce or eliminate such deductibles or self-insured retentions as respect the **County**, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the **County** guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

**F.      Endorsements**

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

1.      A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);
2.      The **County of San Luis Obispo**, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of the **Consultant's** performance of work under this Contract (CGL & BAL);
3.      If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
4.      This policy shall be considered primary insurance with respect to any other valid and collectible insurance the **County** may possess, including any self-insured retention the **County** may have, and any other insurance the **County** possesses shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
5.      No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to the **County** at the address set forth below (CGL, BAL, WC/EL & PL);
6.      The **Consultant** and its insurers shall agree to waive all rights of subrogation against the **County**, its officers, employees, volunteers and agents for any loss arising under this Contract (CGL); and
7.      Deductibles and self-insured retentions must be declared (All Policies).

**G.      Absence of Insurance Coverage**

The **County** may direct the **Consultant** to immediately cease all activities with respect to this Contract if it determines that the **Consultant** fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Contract. Any delays or expense caused due to stopping of work and change of insurance shall be considered the **Consultant's** delay and expense. At the **County's** discretion, under conditions of lapse, the **County** may purchase appropriate insurance and charge all costs related to such policy to the **Consultant**.

**H.      Proof of Insurance Coverage and Coverage Verification**

Prior to commencement of work under this Contract, and annually thereafter for the term of this Contract, the **Consultant**, or each of the **Consultant's** insurance brokers or companies, shall provide the **County** a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for the **Consultant** shall have, and provide

evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

#### **ARTICLE 21 - TERMINATION OF CONTRACT FOR CAUSE**

- 21.1 If the **Consultant** fails to perform **Consultant's** duties to the satisfaction of the **County**, or if the **Consultant** fails to fulfill in a timely and professional manner the **Consultant's** obligations under this Contract, or if the **Consultant** shall violate any of the terms or provisions of this Contract, or if the **Consultant**, **Consultant's** agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the **County**, the **County** shall have the right to terminate this Contract effective immediately upon the **County** giving written notice thereof to the **Consultant**. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. The **Consultant** shall be paid for all work authorized under this contract and satisfactorily completed prior to the effective date of such termination as determined by the **County**.

#### **ARTICLE 22 - OWNERSHIP OF DATA**

- 22.1 The ownership of all data collected for use by the **Consultant** under this Contract, together with working papers, diagrams, and other material necessary to a complete understanding of the program and necessary for the practical use of the program shall be vested in the **County** following compensation to the **Consultant** for services covered by the terms of this Contract. The **Consultant** may retain a copy of all work for his own use.
- 22.2 The **Consultant** shall provide copies for each Deliverable item, in quantities as specified in Exhibit "A", to the **County** as part of this Contract. At the completion of each design phase, as outlined in Exhibit "A", the **Consultant** shall submit all **Sub-Consultants'** calculations and/or reports relative to the structural, energy, irrigation, mechanical, electrical, and any other designated categories of the project, and deliver them to the **County** as part of this Contract.
- 22.3 The **Consultant** shall perform the work required under this Contract with the assistance of Computer Aided Design and Drafting (CADD) technology, and Word Perfect. The **Consultant** shall deliver to the **County**, on request, the discs or CDS that contain the files and the files shall be in "\*.dwg" format or compatible with AutoCAD 14 or AutoCAD 2000, and specifications shall be delivered to the **County** on disc in Word Perfect format.

In order to precisely document the CADD information given to the **County**, both the **Consultant** and the **County** shall each sign a "hard" copy of reproducible documents that depict the information distributed at that time. The **County** agrees to release the **Consultant** from any liability, damages, and/or claims that arise due to any changes made to this information subsequent to it being given to the **County**.

- 22.4 In the event of early termination, the **Consultant** shall furnish the **County** all finished or unfinished Documents; data; surveys; calculations; diagrams and technological data and reports prepared by the **Consultant** under the terms of this Contract.

Thereafter, if the **County** should determine to complete the original project or substantially the same project, the **County**, for such purposes, shall have the right of utilization of any original programmatic documents, tracings, drawings, calculation, specifications, estimates and other documents prepared under this Contract by the **Consultant**. The **County** agrees to credit the **Consultant** with such authorship, if requested by the **Consultant**. In the event the **County**, or subsequent **Consultant** uses or changes the completed program documents, the **County** agrees to release **Consultant** of responsibility for such use or changes, and any and all direct and indirect consequences of such use or changes.

#### **ARTICLE 23 - LIQUIDATED DAMAGES**

If the work is not completed by the **Consultant** in the time specified for the above items for each Phase or within any period of extension authorized in writing by the **County** Project Coordinator, it is understood that the **County** will suffer damages and the **Consultant** will pay the **County** as fixed and

## **ARTICLE 24 - COMMUNICATIONS**

**Consultant:** \_\_\_\_\_ (Name)  
 \_\_\_\_\_ (Address)  
 \_\_\_\_\_ (City, State, Zip)  
 \_\_\_\_\_ Attention:  
 \_\_\_\_\_ ( ) \_\_\_\_\_, ( ) \_\_\_\_\_ FAX

ACCEPTED AND AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

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SAN LUIS OBISPO COUNTY GOVERNMENT CENTER

CONSULTANT:

BY:

TITLE:

(Corporate Seal)

if Add Corporate Cert

COUNTY OF SAN LUIS OBISPO

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.

County Counsel

BY:

NOTARY:

State of California County of

On \_\_\_\_\_ before me, the undersigned notary public, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

(NOTARY SEAL)

DATE:

RECOMMENDED BY:

DUANE P. LEIB  
General Services Director

OWNER:

COUNTY OF SAN LUIS OBISPO

By:

Chairman of the Board of Supervisors

Approved by Board action on

\_\_\_\_\_, 200\_\_

ATTEST:

Clerk of the Board of Supervisors

By:

Deputy Clerk

(NAME OF PROJECT)  
(PROJECT NUMBER)  
EXHIBIT A - SCOPE OF SERVICES

**1.0 SCOPE OF CONSULTANT'S BASIC SERVICES**

\_\_\_\_\_, will provide all professional services necessary to complete the following:

- 1)
- 2)
- 3)

**1.1 BASIC SERVICES**

The **Consultant** agrees to provide all services required and such other necessary and incidental services that are required to design and provide construction support services for the Project. Such services shall be performed in phases with each succeeding phase begun only upon written notice to proceed given by the **County**.

**1.2 GENERAL REQUIREMENTS**

- 1.2.1 Coordinate with and implement the requirements of all regulatory agencies; providing services relating to governmental and non-governmental entities which have statutory impact on the Project. Provide any services required to obtain approval of alternate materials and methods of construction or code variances or waivers from regulatory agencies having jurisdiction over the Project.
- 1.2.2 Agree to exercise usual and customary professional care in its efforts to comply with all laws and regulations, which apply to the work of this Contract, and to design to the codes that are current as of the date of this Contract. If the **County or CM** observes or otherwise becomes aware of any defect in design aspects of the project, the **County** shall give prompt written notice thereof to the **Consultant**.
- 1.2.3 Cooperate with other professionals employed by the **County** for the design, coordination, or management of other work related to the Project. **The County retains a Construction Manager whose duties relative to the Consultant are described throughout this Contract.**
- 1.2.4 Provide presentations, submittals, information, materials, and drawings and appear on the **County's** behalf at meetings as outlined in the Scope of Work.
- 1.2.5 Provide all administrative functions required to complete the Project; including attendance at regularly scheduled meetings, site visits, coordination of in-house personnel and **Sub-Consultants**, record keeping, correspondence, and progress reports. It is the **Consultant's** responsibility to organize, chair, and take minutes for all scheduled meetings between the **County** and the **Consultant** or with other parties.
- 1.2.6 Review existing drawings, field verify existing conditions and provide all necessary drawings of any existing facilities required to complete all basic services. All field checks of existing conditions must be documented by means of a report. Include documentation & verification of capacities of existing utilities serving the project.
- 1.2.7 Review any technical reports, boring logs, as-builts and other data furnished to the **Consultant** pursuant to this Contract and advise the **County** whether such data is sufficient for purposes of design, or whether additional data is necessary.

- 1.2.8 The **Consultant** shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by the **Consultant** and the **Consultant's Sub-Consultants** within the Scope of Services of this Contract. The **Consultant** shall, without additional compensation from the **County**, provide necessary clarifications and correct any errors or omissions in the designs, drawings, specifications and other services provided.
- 1.2.9 If the **Consultant** discovers hazardous materials, the **Consultant** shall notify the **County** in writing. Professional Engineering Services related to removal of hazardous materials; including but not limited to asbestos, lead based products, polychlorinated biphenyl (PCB) or toxic substances is not part of the Basic Services covered by this Contract. The removal of such materials and the associated time delay will not be a cause for penalizing the **Consultant**.
- 1.2.10 Neither the **County's** review, approval of, nor payment for, any of the services required under this Contract shall be construed as a waiver of any rights under this Contract, and the **Consultant** shall be and remain liable to the **County** in accordance with applicable law for all damages to the **County** caused by the **Consultant's** failure to perform any of the services required under this Contract.
- 1.2.11 Contract for or employ at **Consultant's** expense, **Sub-consultants** to the extent deemed necessary for completion of the Project including: architects, mechanical, electrical, structural, landscape and civil engineers licensed as such by the State of California. The names of said **Sub-consultants** shall be submitted to the **County** for approval prior to commencement of Work. The **County** reserves the right to reject the use of any **Sub-consultant**.
- 1.2.12 Consult with the F.A.A. as required to resolve all issues associated with this Project and obtain their approval where necessary.

### 1.3 SERVICES BY OTHERS

### 2.0 PROJECT DESIGN

Upon receiving written authorization from the **County** to proceed with the Project, the **Consultant** shall prepare for review by the **County**, Documents that describe the following work:

- 2.1 The work of this Contract is to create Construction Bid Documents (Drawings and Specifications, permits, calculations, reports, and all other documents as required) for the construction of \_\_\_\_\_, completion of all associated efforts with other agencies involved with various aspects of the project, completion of all design work not completed in previous contracts, and providing construction management services during the construction phase of the project.
- 2.2 This design work shall be a continuation of the preliminary investigation work contracted with **Consultant Name** under the Contract dated **date**, 200\_\_\_\_, for such work. The work of this Contract shall be based on the results of the investigations performed under those Contracts.
- 2.3 The **Consultant** shall create and deliver to the **County**, Drawings and Specifications complete and sufficient for the construction of the stated project ready for bidding purposes. Electronic copies of the computer-generated documents shall also be submitted to the **County**.
- 2.4 All utility relocations necessary for the project, shall be arranged for by the **Consultant**. Fees and permits, if required, shall be paid for by the **County**.
- 2.5 The **Consultant** shall incorporate in the Contract Documents all environmental requirements provided to the **Consultant** by the **County**. Documents not available to the **Consultant** at the time of their approval of the Contract, shall be incorporated into this Contract by Change Order.

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- 2.6** Prepare a plan set Title Sheet complete with Sheet Index, Vicinity Map, General Notes, Emergency Telephone Numbers, Approval Blocks, etc.

**2.7 Construction Cost Estimate:** Prepare a final Engineer's Construction Cost Estimate for all elements of the work included in the Construction Documents. The estimate shall include individual item costs and quantities of materials, labor and equipment. The final cost estimate shall remain valid for 90 days from the date the **County** has received the final approved Contract Documents.

If it becomes evident that the cost will exceed the **County's** construction budget, the **Consultant** shall notify the **County** and all work shall cease and be held in abeyance until funding differences, scope and/or other criteria are resolved and such changes as may be required by the **County** are agreed to by the **Consultant**. Such changes shall be made by the **Consultant** at no additional cost to the **County**.

- 2.8** The **Consultant** shall be responsible for preparing complete bid ready Construction Documents and services for the design and construction elements of this Contract including all the elements not completed in the previously identified Contracts, and including but not limited to:

- a.
- b.
- c.

- 2.9 Specifications:** Prepare final specifications in a format approved by the **County** with all products, materials, methods of construction and code references shown, and including the General Conditions and General Requirements of Construction containing the Test and Inspection Documents and Forms.

Include in the Specifications a section that will address timing, schedules and phasing of the work so as to have a minimal impact on the operations of the facility, and will address liquidated damages for not meeting or complying with the schedule presented.

**3. CONSTRUCTION MANAGEMENT, INSPECTION AND ENGINEERING SERVICES**

After award of the construction contract, the **Consultant** shall assist the **County** throughout the construction period as follows:

- 3.1** Attend pre-construction conference.
- 3.2** Provide inspection and technical management services including identification of non-conforming work and recommendations for resolutions.
- 3.3** Assist the **County** regarding change orders, evaluations and recommendation, RFI's, clarification requests, deviations from plans, substitutions, delays and other issues.
- 3.4** Review material submittals for conformance and approve or reject them.
- 3.5** Attend regular and periodic project inspections as well as Final Inspection with **County** personnel.
- 3.6** Provide on-site engineering presence during critical phases of the work including extended hours if necessary.
- 3.7** Prepare weekly inspection reports.
- 3.8** Receive and review **Contractor** certified payroll statements and perform payroll interviews.
- 3.9** Monitor payment requests, weigh bills, schedules, percent of completion schedules, deviations and related issues.



- 3.10**    Coordinate and provide interface with the testing laboratory including scheduling of testing and evaluation of results.
- 3.11**    Provide the Final Engineer's Report and prepare the "Drawings: of Record" and "Record Specifications" incorporating all change orders, field orders and substitutions.

(NAME OF PROJECT)  
(PROJECT NUMBER)

EXHIBIT B - PAYMENT SCHEDULE

**1.0 PAYMENTS TO THE CONSULTANT**

**1.1 COMPENSATION**

The consideration to be paid the **Consultant**, as provided herein, shall be full compensation for all of the **Consultant's** services and expenses incurred in the performance hereof, a Fixed Fee equal to the total services and expenses paid under the Lump-Sum Fee and the Not-to- Exceed Fee as defined below:

**1.1.1** The Lump-Sum Fee to be paid to the **Consultant**, as provided herein for Basic Services and Final Design services and work, shall include all **Consultant** and **Sub-Consultant** services and expenses including expenditures incurred for reproduction and shipping of deliverables, long distance communications, travel, plotting and computer costs, and all administrative and overhead expenses.

**1.1.2** The Not-to-Exceed Fee to be paid the **Consultant**, as provided herein for Basic Services and **Construction Management and Construction Inspection Services** and work shall be paid per the Hourly Rate Schedule and per the Reimbursable Schedule with a total Not-to-Exceed fee.

**1.2 PAYMENT TO CONSULTANT**

Upon receipt and approval of **Consultant's** invoices, the **County** agrees to make payments to the **Consultant** for the services performed. Progress payments shall be based on a percentage of the work completed for each phase, and shall not exceed the totals listed below:

Final Design Phase:

The Lump Sum Fee for work defined under  
Basic Services and Item 2 - Project Design \$

The Not-To-Exceed Fee for work defined under  
**Basic Services and Item 3 - Construction Management  
Inspection and Engineering Services** \$

Additional services, if required, will be negotiated by Change Order in accordance with paragraph 1.4 and 1.5 below.

**1.3 METHOD OF PAYMENT**

The Consultant's invoices shall be in a format approved by the **County** and are to be submitted in duplicate to the **County** via the **County's** Project Coordinator. Monthly invoices will be submitted for the percentage of work completed in each phase. The **County** reserves the right to adjust the monthly payment if the **Consultant** has not demonstrated satisfactory progress.

**1.4 ADDITIONAL SERVICES**

Additional Services, when authorized in writing by the **County** shall be performed by the **Consultant** for a negotiated fee based on the **Consultant's** hourly and reimbursable rate schedules listed in the following Hourly Rate Fee Schedule and Reimbursable Fee Schedule.

**1.5 CONSTRUCTION MANAGEMENT, INSPECTION AND ENGINEERING SERVICES**

**1.5.1 CONSULTANT'S HOURLY RATE:** The following Hourly Rate Fee Schedule for **Consultant** services provided during the construction phase includes overhead, administrative costs and profit. **These rates shall be used for payment of Construction Management, Inspection and Engineering Services.**

**1.5.2 REIMBURSABLE EXPENDITURES:** Reimbursable expenses are in addition to compensation for services provided under Hourly Rate Fee Schedule and include expenses for travel, long-distance communication, reproduction, and postage. Reimbursable expenditures shall be billed per the following Reimbursable Rate Fee Schedule.

**1.6 FEE SCHEDULES**

**REIMBURSABLE SCHEDULE**

Reimbursable expenses will be paid for expenses actually incurred in accordance with the following schedule:

1.     **Supplies and Materials:** Costs of telephone, supplies, blueprints, photostats, printing, binding and other expenses incurred by each assignment are furnished on the basis of invoiced cost plus ten percent (10%).
2.     **Subsistence:** Actual subsistence costs will be charged for overnight site visits.
3.     **Per Diem:** Per Diem shall be charged as appropriate. Per Diem will be established at mutually agreed upon rate.
4.     **Transportation:** As detailed below:  
  
                         **Airline travel:** coach class airfare.  
                         **Owned vehicles:** \$0.36/mile.  
                         **Other Transportation, including rented vehicles:** Actual cost.
5.     **Sub-consultant Services:** Actual cost plus ten percent (10%).

**HOURLY RATE FEE SCHEDULE**

Classification

Hourly Rate

(NAME OF PROJECT)  
(PROJECT NUMBER)

COUNTY EXHIBIT C - SCHEDULE OF WORK

**1.0 Progress Chart**

Within seven (7) calendar days after the Notice To Proceed, the **Consultant** shall submit a Schedule of Work to the **County** for review and approval. The Schedule of Work shall be in the form of a progress chart clearly delineating all steps, review dates and deadlines. The Schedule of Work shall also delineate the relationship to the **County**, and other regulatory agencies required in the review and permitting process.

The **Consultant** shall also provide an estimated schedule at the completion of the Construction Documents for the construction and closeout work. The schedule will be used as reference in the authorization to bid through the **County** Board of Supervisors.

**1.1 Work Schedule Time Limits**

The **Consultant** shall complete all work and services required for each of the Phases within the Time Limit listed below. The Time Limit for each Phase is the number of consecutive calendar days from the date of the written Notice to Proceed through the completion date of all work and services required for that Phase. The Time Limit does not include time required for reviews by the **County** or regulatory agencies. Time is of the essence and failure of the **Consultant** to perform Work on time is a material breach of this Contract.

**1.1.1 Design Phase - Time Limit: ##### calendar days.**

**1.1.2 Construction Management, Inspection and Engineering Services - Time Limit: to be completed within 30 days after the Notice of Completion is filed by the County.**

(NAME OF PROJECT)  
(PROJECT NUMBER)

COUNTY EXHIBIT D - SUB-CONSULTANT LIST

**1.0 SUB-CONSULTANTS**

- 1.1** The following are the specialty **Sub-Consultants** that the **Consultant** will utilize for work required by this Contract. Written approval by the **County** is required to change or add to this list. The **County** reserves the right to reject the use of any **Sub-Consultant**. Nothing in the foregoing procedure shall create any contractual relationship between the **County** and any **Sub-Consultant** used by the **Consultant**. The **Consultant** shall update addresses and phone numbers if changes occur.
- 1.2** During all phases of the Project, the **Consultant** shall provide full services by the following **Sub-Consultants** and the listed Principal:

SPECIALTY	FIRM	ADDRESS	RESPONSIBLE PRINCIPAL
Surveying and Roadways			
Soils Investigation			
Electrical Engineering			
Structural Engineering			